

Welcome to tonight's City Council meeting!

The elected officials of the City of Bonners Ferry are appreciative of an involved constituency. Testimony from the public is encouraged concerning issues when addressed under the Public Hearing portion of the agenda. Any individual who wishes may address the council on any issue, whether on the agenda or not, during the Public Comments period. Normal business will preclude public participation during the business portion of the meeting with the discretion left to the Mayor and Council. Special accommodations to see, hear, or participate in the public meeting should be made at City Hall within two days of the public meeting.

Vision Statement

Bonners Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life. We are a city that welcomes all people.

AGENDA CITY COUNCIL MEETING Bonners Ferry City Hall 7232 Main Street 267-3105 February 16, 2021 6:00 pm

Join video Zoom meeting: <https://zoom.us/j/17672764>
Meeting ID: 176727634
Join by phone: 253-215-8782

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Each speaker will be allowed a maximum of three minutes, unless repeat testimony is requested by the Mayor/Council

REPORTS

Police/Fire/City Administrator/City Engineer/Economic Development Coordinator/Urban Renewal District/SPOT/Golf

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the February 2, 2021 Council meeting minutes and February 3, 2021 Special Council meeting minutes
4. Treasurer's Report

OLD BUSINESS

5. **City** – Consider Office 365 migration and scope of service with Exbabylon (attachment) {action item}
6. **City** – Discuss possible wage audit (attachment) {action item}

NEW BUSINESS

7. **Electric** – Consider awarding the bid for the Moyie Dam Concrete Rehabilitation Project (attachment) {action item}
8. **City** – Consider authorizing the Mayor to sign the contract with the Farmers Market for 2021 (attachment) {action item}
9. **Golf** – Consider the purchase of repair parts for the John Deere fairway mower (attachment) {action item}
10. **City** – Consider new City logo (attachment) {action item}
11. **City** – Consider authorizing the Mayor to sign the contract with Kerry Berg for consulting services relating to security system design (attachment) {action item}
12. **City** – Consider wage for meter reading {action item}
13. **City** – Budget Review discussion only

ADJOURNMENT

INFORMATION

Letter from Glenda Poston regarding the water quality

**MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
February 2, 2021
6:00 pm**

Mayor Dick Staples called the Council meeting of February 2, 2021 to order at 6:00 pm. Present for the meeting were: Council Members Adam Arthur, Valerie Thompson, Rick Alonzo and Ron Smith. Also present were: City Engineer Mike Klaus, City Attorney Andrakay Pluid, City Clerk/Treasurer Christine McNair, City Administrator Lisa Ailport, Economic Development Coordinator Dennis Weed and Police Chief Brian Zimmerman. Members of the public present were: Jerry Higgs, Paul Riess, Callie Riese, David Clark, Rose Shababy and Fay Almond.

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PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Callie Riese spoke regarding snow removal from the sidewalks and the safety of people using the sidewalks.

Paul Riess is concerned about the water quality.

Tim West spoke regarding the water quality.

REPORTS

Police Chief Brian Zimmerman said there have been two new victims added to Bill Blumenauer's case. Daniel Gondek has been arrested for the vandalism to the phone pedestals that have been damaged.

City Administrator Lisa Ailport said the City has received multiple phone calls regarding the water quality. Numerous samples have been sent for testing. Once the results are received then adjustments can be made. Lisa said DEQ said this is more of a nuisance than a health concern. Ron said the public should be informed of what is happening. An offer for the water position was made and accepted and the person will start on February 16, 2021.

City Engineer Mike Klaus said we have two filters for Myrtle Creek and the backup river source. On a peak day we must be able to provide maximum use with the main source out of service. The new well is approximately 200' from the river and had to have significant testing performed prior to receiving a permit. The initial testing showed the water maybe somewhat hard and didn't think it would be a nuisance. Mike is hoping to have the tests results before the next meeting.

Economic Development Coordinator Dennis Weed said there are several businesses for sale and lots of interested buyers. The unemployment rate is almost back to pre-covid rates. Monica Goes did some marketing pushes and we received a lot of hits, which will help the tourism industry. Chad Case will also add to the marketing push. Dennis said this will help the businesses. Valerie asked if we can see the marketing information. Dennis said it will be available in a couple of months.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the January 19, 2021 meeting minutes

Rick Alonzo moved to approve the consent agenda. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

OLD BUSINESS

4. Discuss Visitors Center cleaning position (attachment) {action item}

Christine presented a few suggestions regarding hours and pay. Valerie Thompson moved to advertise for the Visitors Center cleaning position at the rate of pay of \$1,000 per month, hours of operation 8:00 am – 6:00 pm September 1 – April 14, 8:00 am – 9:00 pm April 15 – August 31. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

NEW BUSINESS

5. **Electric** – Consider the Hydroelectric Control System review and recommendations from Ripplinger Engineering Laboratory (attachment) {action item}

Mike said Ripplinger Engineering Laboratory did a comprehensive study regarding the issues at the Moyie Hydro. Lisa has put together a checklist of items that need to be completed. Rick asked what percentage of the items listed will staff be able to do in-house. Lisa said the most important areas start on page 16. Valerie is glad that we have a comprehensive list to set priorities

and take care of the issues. Rick Alonzo moved to adopt the Hydroelectric Control System review and recommendations from Ripplinger Engineering Laboratory. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

6. **City** – Consider Office 365 migration and scope of service with Exbabylon (attachment) {action item}

Lisa said the City is at a point where we need to upgrade our email server. We can't add additional storage to our current email server due to its limits. Valerie said it will be easier to budget with this conversion. Adam said it looks like the upfront costs are more, but saves money in the long run. Adam asked if it is possible to wait until we are able to budget. Lisa said we can continue if we purge old emails. Ron asked if there is budget to go forward with this. Christine said she will have to look. Mayor Staples tabled this to the next meeting.

7. **City** – Discuss possible wage audit (attachment) {action item}

Mayor Staples tabled this item to a future meeting.

8. **City** – Discuss purchases of less than \$5,000 (attachment) {action item}

Mayor Staples said a couple things came up during the past two weeks. He approved the purchases, but wants to know if Council wants to know if the purchases should come before Council. Mike said it wasn't planned since he didn't know the new version of the software would require more RAM. Ron said if it has been budgeted, then the purchase should be allowed. When an item has to be bid, Ron feels it should come before Council. Adam said he agrees that if the item has been approved, but if the item costs more, then it should come before Council. Valerie said if it is essential and not budgeted, then it should come before Council. Adam said all of the general fund purchases, if not budgeted, need to come before Council.

ADJOURNMENT

The meeting adjourned at 7:11 pm.

MINUTES
SPECIAL CITY COUNCIL MEETING
Bonnors Ferry City Hall
7232 Main Street
267-3105
February 3, 2021
5:00 pm

Mayor Dick Staples called the Special Council meeting of February 3, 2021 to order at 5:00 pm. Present for the meeting were: Council Members Rick Alonzo, Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Engineer Mike Klaus, City Attorney Andrakay Pluid, City Administrator Lisa Ailport and Water/Sewer Superintendent.

Join video Zoom meeting: <https://zoom.us/j/17672764>
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NEW BUSINESS

1. **Executive Session** – Executive Session pursuant to Idaho Code 74-206, Subsection 1 (b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent, or public school student {action item}

Executive Session pursuant to Idaho Code 74-206, Subsection 1 (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement {action item}

Rick Alonzo moved to enter into Executive Session pursuant to Idaho Code 74-206, Subsection 1 (b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent, or public school student and Subsection 1 (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

Executive Session ended at 6:20 pm with no action taken.

ADJOURNMENT

The meeting adjourned at 6:20 pm.



CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: February 9, 2021

RE: Office 365 Migration – update

Council requested at the February 2, 2021 meeting that staff bring back to council a breakout of the costs and to confirm that the city can afford to complete the task. In discussion with the city clerk, the Xbablyon contract will be split the following ways

Electric 40%
Sewer 20%
Water 20%
General Fund 20%

The remaining month to month costs will be billed to the respective department/utility or split if the position is split in a similar fashion as stated above. Also, in discussion with the Clerk, she has shared with me that we can afford to complete the task.

Staff is requesting a motion to approve the contract with Xbablyon to migrate our existing mail server to Microsoft 365 software as a service including hosted cloud email service.

Please let me know if you have any questions.



CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: January 26, 2021

RE: Office 365 Migration

One of the tasks identified by our IT consultant early last year was the need to address our storage system and functionality of our mail server. Currently, the server is limited in both storage and firmware and can not be expanded upon. Consequently, the only way to address the need for additional storage is to replace the system with something new and/or different altogether. This task is important to us because accessing both existing and archived emails is an important part of conducting city business. Not to mention that many Freedom of Information Act request include both current and possibly archived emails.

In order to continue to receive emails, we have to continually eliminate older stored data on the mail server, and it is only a matter of time before either the system can no longer be accessible due to lack of firmware updates, or the storage "breaks" because of age, upkeep etc. Staff recommends fixing this issue, immediately.

In review of options with the IT manager, our recommendation to Council is to migrate to Microsoft Office 365, which operates as a "software-as-a-service" model and uses Microsoft's cloud-based email. What this means is the city would move all our stations to Office 365 which costs between \$5.00-12.50 per month per station which includes the cloud-based email with the cost. The subscription provides access to updated versions of Microsoft products such as word, excel, outlook and PowerPoint.

To accomplish this our IT manager needs assistances. The attached estimated includes a cost for Xbablyon to assist in the migration of all our users to Office 365 and cloud-based services. Xbablyon anticipates that they will need about 24-40 hours of time to complete the migration much of that will likely occur offsite. Additionally, their standard cloud security configuration is a flat rate of \$1,000.00.

A cost comparison for consideration is provided which includes the migration to Office 365 or keeping a similar set up to what we have now. Staying with the existing system does provide for times when we experience fewer expenses year to year, but we know we'll have peaks and valleys when it comes to required large investments. However, if migration is supported, staff anticipates cost savings will occur in staff time because we will have less management, less hardware purchases and more supported services by Microsoft. Also, updated versions of Microsoft software will be provided without the need of staff to install or do updates.

If we keep the current model, it is likely that we will have to purchase perpetual licenses every 3-5 years to keep up with changes that make older versions obsolete. Furthermore, we have already transitioned some stations to Office 365 due to the cost of purchasing perpetual licenses. We made the change to office 365 in the Police Department when we upgraded their computers to Windows 10. The cost to purchase at least eight perpetual licenses at one time at a cost of ±440 a piece was too much for the police department to cover. We currently have 11 Microsoft Office 365 monthly subscriptions we are paying for.

Below is an estimated cost summary of both keeping the existing mail server or going with the Office 365 option.

Estimated Yearly Reoccurring Costs	Office 365	Mail Server
Office 365- with hosted email	\$4,500-\$5,100.00	
Perpetual License		±2,500.00 (5 per yr.)
Barracuda license software		\$1,800.00
Mail Server Hosting (sequel and exchange)		\$2,000.00
Total	\$5,100.00	\$7,300.00, plus

Fixed Costs	Office 365	Mail Server
Xbabylon – mail migration	\$6,800.00	

Staff recommendation is that we fully migrate to Office 365, software-as-a-service, instead of investing in another email server. It seems the appropriate time to do this is when we need to make system wide upgrades and updates. Consequently, we may be forced to do this in the future if Microsoft chooses to eliminate the static perpetual licenses. Moving to the migrated Office 365 does more than just update emails, it keeps up current with new Microsoft programs and allows us to free up our part time IT managers time now and in the future.

Please let me know if you have any questions.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: February 11, 2021
To: City Council
From: Mike Klaus, City Engineer
Subject: Electric Department - Moyie Dam Concrete Rehabilitation Project

The City received seven bids on January 27th, 2021 for the Moyie Dam Concrete Rehabilitation Project. The first attachment with this memo includes a bid summary and recommendation of award to S&L Underground, from JUB Engineers for \$3,689,980. City staff has also reviewed the bids and recommends award of the project to S&L Underground.

In the fall of 2020, the City borrowed \$4,145,000 to complete the spillway project. After closing fees, the City has \$4,088,812 available for the total project costs, that include the construction contract, change orders, engineering, construction observation, and testing. If you subtract the bid amount from the borrowed money you have \$398,832 available for the items listed after construction contract.

Staff is hopeful that total project costs will not exceed the amount borrowed. However, I want to be up-front with the Council and the public, that it is possible that overall project costs could exceed the amount borrowed, and force the City to use Electric Department reserve funds to complete the project. Every construction project has that potential, and I wanted to make sure the Council is aware of it.

With this memo, I am requesting that the Council award the bid to S&L Underground Inc. for \$3,689,980.00 and authorize the Mayor to sign the contract and all other contract documents associated with the project.

Please call me with any questions about the proposed work.

Thank you,

Mike



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

February 3, 2021

Mr. Mike Klaus, PE, City Engineer
City of Bonners Ferry
7232 Main Street
Bonners Ferry, ID 83805

RE: MOYIE DAM CONCRETE REHABILITATION PROJECT – BID REVIEW

Dear Mr. Klaus:

On January 27, 2021, the City of Bonners Ferry received seven bids for the Moyie Dam Concrete Rehabilitation Project. The apparent low and responsive bid was submitted by S&L Underground, Inc. with a total Bid price of \$3,689,980.00. For comparison, the Engineer’s Opinion of Probable Cost for the project is \$3,743,000.00 (including contingency costs). A summary of the bids is included below.

BIDDER	Schedule A – West Spillway	Schedule B – East Spillway	Schedule C – Dam Face	Alternate No. 1	Base Bid Total (Schedules A+B+C)
S & L Underground, Inc..	\$1,211,040.00	\$1,746,020.00	\$732,920.00	\$10,000.00	\$3,689,980.00
Talisman Construction Services, Inc.	\$1,301,112.00	\$1,833,333.00	\$653,861.00	\$5,120.00	\$3,788,306.00
Rock Supremacy, LLC	\$1,477,234.00	\$1,860,087.00	\$890,502.00	\$20,000.00	\$4,227,823.00
J7 Contracting, Inc.	\$1,510,793.50	\$1,792,530.00	\$936,545.00	\$8,000.00	\$4,239,868.50
McMillen, LLC DBA McMillen Jacobs Associates, Inc.	\$1,959,365.00	\$1,862,779.00	\$602,611.00	\$24,000.00	\$4,424,755.00
MJ Hughes Construction, Inc.	\$2,819,924.50	\$2,795,450.00	\$1,046,700.00	\$8,500.00	\$6,662,074.50
Clearwater Construction, Inc. DBA Clearwater Western	\$2,878,300.00	\$3,987,150.00	\$1,617,400.00	\$15,000.00	\$8,482,850.00

We have reviewed the bids to determine general compliance with the administrative requirements of the bidding phase (i.e. whether each bid received was responsive) based on the following:

- Addenda, if any, properly acknowledged
- Bid Proposal with Unit Price Schedule was completed in general conformance with the Instructions to Bidders
- Bid Security included
- Bidder’s Idaho Contractor License number included

- Bid signed
- Statutory Naming of Subcontractors Form completed (Plumbing, Electrical, HVAC)
- Non-Collusion, Anti-Discrimination and Drug-Free Forms completed

Our review did not include verification of the Bidder's business legal status, the signatory's authority to sign, or other possible reasons for considering the bids unresponsive such as bids being received on time by the City and properly labeled. J-U-B verified the status of the Idaho Public Works license for each Bidder.

We recommend that you work with your legal counsel to review the Bids and conduct any further review that is warranted in order to determine the final award status. A copy of the bid from S&L Underground, Inc. and the Bid Abstract are **enclosed** for reference.

If you would like to discuss our review or have additional questions, please do not hesitate to contact me at (208) 762-8787.

Sincerely,

J-U-B ENGINEERS, Inc.



A. Jay Hassell, P.E.
Project Manager

Enclosures

AJH/cmt

CITY OF BONNERS FERRY - MOYIE DAM CONCRETE REHABILITATION PROJECT
 BID OPENING - CITY OF BONNERS FERRY CITY HALL - 2:00 P.M. - JANUARY 27, 2021

Engineer's Opinion of Probable Cost Including Alternate No. 1 and Contingency: \$3,743,000

BID ABSTRACT

		BIDDER NAME		ADDRESS		UNIT PRICE		TOTAL PRICE		UNIT PRICE		TOTAL PRICE		UNIT PRICE		TOTAL PRICE		UNIT PRICE		TOTAL PRICE		
		S & L Underground, Inc.		Tallman Construction Services, Inc.		Rock Supremacy, LLC		J7 Contracting, Inc.		McMillen, LLC DBA McMillen Jacobs Associates, Inc.		MJ Hughes Construction, Inc.		Clearwater Construction, Inc. DBA Clearwater Western								
		Bonner Ferry, ID 83805		P O Box 6189 Spokane, WA 99217		65175 N Hwy 97 Bend, OR 97701		97 Pinkerton Road Bonney Ferry, ID 83805		1471 Shoreline Dr Suite 100 Boise, ID 83702		11510 NE 87th Ave Vancouver, WA 98662		878 N Five Mile Road Boise, ID 83713								
ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
SCHEDULE A - WEST SPILLWAY																						
02010 A	Mobilization, Bonding, Staging and Access	1	LS	\$110,000.00	\$110,000.00	\$140,775.00	\$140,775.00	\$210,000.00	\$210,000.00	\$150,000.00	\$150,000.00	\$247,000.00	\$247,000.00	\$1,086,000.00	\$1,086,000.00	\$400,000.00	\$400,000.00	\$100,000.00	\$100,000.00			
02025 A	Hydro Demolition	7,409	SF	\$60.00	\$444,540.00	\$54.00	\$400,086.00	\$136.00	\$1,007,624.00	\$85.00	\$630,409.50	\$95.00	\$705,765.00	\$130.50	\$966,674.50	\$200.00	\$1,481,800.00					
02074 A	Erosion Control and Mitigation	1	LS	\$60,000.00	\$60,000.00	\$5,403.00	\$5,403.00	\$36,000.00	\$36,000.00	\$17,250.00	\$17,250.00	\$10,300.00	\$10,300.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00					
SP 1 A	Work Plan	1	LS	\$5,000.00	\$5,000.00	\$3,376.00	\$3,376.00	\$48,000.00	\$48,000.00	\$5,700.00	\$5,700.00	\$352,000.00	\$352,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00					
SP 2 A	Concrete Rehabilitation (Plan Quantity)	154	CY	\$3,500.00	\$539,000.00	\$4,223.00	\$650,342.00	\$965.00	\$148,610.00	\$4,106.00	\$632,334.00	\$4,200.00	\$648,000.00	\$4,200.00	\$648,000.00	\$7,250.00	\$1,116,500.00					
SP 2 A 1	Demolition and Rehabilitation Contingency	15	CY	\$3,500.00	\$52,500.00	\$6,742.00	\$101,130.00	\$1,800.00	\$27,000.00	\$4,800.00	\$72,000.00	\$4,900.00	\$73,500.00	\$6,100.00	\$91,500.00	\$12,250.00	\$183,750.00					
Schedule A Subtotal					\$1,211,040.00		\$1,301,112.00		\$1,477,234.00		\$1,510,793.50		\$1,950,365.00		\$2,819,924.50		\$2,878,300.00					
SCHEDULE B - EAST SPILLWAY																						
02010 B	Mobilization, Bonding, Staging and Access	1	LS	\$170,000.00	\$170,000.00	\$149,681.00	\$149,681.00	\$210,000.00	\$210,000.00	\$100,000.00	\$100,000.00	\$150,000.00	\$150,000.00	\$1.00	\$1.00	\$675,000.00	\$675,000.00	\$100,000.00	\$100,000.00			
02025 B	Hydro Demolition	9,517	SF	\$60.00	\$571,020.00	\$54.00	\$513,518.00	\$136.00	\$1,294,312.00	\$78.00	\$743,292.00	\$94.00	\$895,428.00	\$100.00	\$951,700.00	\$200.00	\$1,903,400.00					
02074 B	Erosion Control and Mitigation	1	LS	\$90,000.00	\$90,000.00	\$5,403.00	\$5,403.00	\$36,000.00	\$36,000.00	\$17,250.00	\$17,250.00	\$10,300.00	\$10,300.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00					
SP 1 B	Work Plan	1	LS	\$5,000.00	\$5,000.00	\$3,376.00	\$3,376.00	\$48,000.00	\$48,000.00	\$5,700.00	\$5,700.00	\$3,800.00	\$3,800.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00					
SP 2 B	Concrete Rehabilitation (Plan Quantity)	235	CY	\$3,500.00	\$822,500.00	\$4,223.00	\$992,405.00	\$965.00	\$226,775.00	\$3,300.00	\$782,738.00	\$3,900.00	\$928,250.00	\$4,200.00	\$987,000.00	\$7,250.00	\$1,703,750.00					
SP 2 B 1	Demolition and Rehabilitation Contingency	25	CY	\$3,500.00	\$87,500.00	\$6,742.00	\$168,550.00	\$1,800.00	\$45,000.00	\$4,800.00	\$120,000.00	\$4,900.00	\$122,500.00	\$6,150.00	\$153,750.00	\$10,000.00	\$250,000.00					
Schedule B Subtotal					\$1,748,020.00		\$1,833,333.00		\$1,800,087.00		\$1,792,530.00		\$1,862,778.00		\$2,795,450.00		\$3,897,150.00					
SCHEDULE C - DAM FACE																						
02010 C	Mobilization, Bonding, Staging and Access	1	LS	\$60,000.00	\$60,000.00	\$49,203.00	\$49,203.00	\$105,000.00	\$105,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$1.00	\$1.00	\$250,000.00	\$250,000.00	\$100,000.00	\$100,000.00			
02025 C	Hydro Demolition	4,382	SF	\$60.00	\$262,920.00	\$54.00	\$236,628.00	\$136.00	\$595,852.00	\$102.50	\$449,155.00	\$95.00	\$416,140.00	\$100.00	\$436,200.00	\$200.00	\$876,400.00					
02074 C	Erosion Control and Mitigation	1	LS	\$50,000.00	\$50,000.00	\$1,000.00	\$1,000.00	\$18,000.00	\$18,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$25,000.00	\$25,000.00					
02800 C	Site Restoration	1	LS	\$75,000.00	\$75,000.00	\$3,500.00	\$3,500.00	\$62,000.00	\$62,000.00	\$19,500.00	\$19,500.00	\$6,000.00	\$6,000.00	\$30,000.00	\$30,000.00	\$3,500.00	\$3,500.00					
SP 1 C	Work Plan	1	LS	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$24,000.00	\$24,000.00	\$5,500.00	\$5,500.00	\$2,600.00	\$2,600.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00					
SP 2 C	Concrete Rehabilitation (Plan Quantity)	70	CY	\$3,500.00	\$245,000.00	\$4,223.00	\$295,610.00	\$965.00	\$67,550.00	\$5,027.00	\$351,801.00	\$4,200.00	\$294,000.00	\$3,700.00	\$259,000.00	\$7,250.00	\$507,500.00					
SP 2 C 1	Demolition and Rehabilitation Contingency	10	CY	\$3,500.00	\$35,000.00	\$6,742.00	\$67,420.00	\$1,800.00	\$18,000.00	\$4,800.00	\$48,000.00	\$4,900.00	\$49,000.00	\$5,000.00	\$50,000.00	\$10,000.00	\$100,000.00					
Schedule C Subtotal					\$732,920.00		\$683,861.00		\$880,902.00		\$698,545.00		\$692,811.00		\$1,046,790.00		\$1,617,400.00					
Base Bid Total (Schedules A+B+C)					\$3,689,980.00		\$3,788,306.00		\$4,227,823.00		\$4,239,868.50		\$4,424,755.00		\$6,662,074.50		\$8,482,850.00					
ADD ALT NO. 1																						
SP-3	Drain Pipe Installation	20	EA	\$500.00	\$10,000.00	\$250.00	\$5,000.00	\$1,000.00	\$20,000.00	\$400.00	\$8,000.00	\$1,200.00	\$24,000.00	\$425.00	\$8,500.00	\$750.00	\$15,000.00					
ADD ALT NO. 1 Subtotal					\$10,000.00		\$5,000.00		\$20,000.00		\$8,000.00		\$24,000.00		\$8,500.00		\$15,000.00					
Completed Bid Form																						
Addendum Acknowledged																						
Bid Security																						
General Contractor Public Works License Number																						
Non-Confusion Affidavit																						
Anti-Discrimination Affidavit																						
Naming of Subcontractors																						
Electrical																						
Plumbing																						
HVAC																						

(a) Scanned copies of the Bid Security were received from the City for review. Therefore, we were unable to verify whether the documents were appropriately sealed.

**RESOLUTION:
AUTHORIZE APPOINTMENT OF DIRECTOR OR
OFFICER**

Upon motion duly made and seconded, the Board of Directors of S & L Underground, Incorporated unanimously adopted the following resolution:

RESOLVED, that Shem Johnson be appointed the President of S & L Underground, Incorporated and shall hold office until it be resolved to otherwise elect someone in his stead. Shem Johnson shall have the authority to perform the following duties while holding this office as stated in section 5 of Article IV of the Bylaws of S & L Underground, Inc. and other such duties in the management of the corporation as may be required by the Articles of Incorporation, the Bylaws or by resolution of the Board of Directors of the corporation.

The undersigned hereby certifies that she is the duly elected and qualified Secretary and the custodian of the books and records and seal of S & L Underground, Inc., a corporation duly formed pursuant to the laws of the State of Arizona and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors, and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on February 16th, 1999, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 16th day of February, 1999.

A True Record.

Attest.



Margo Johnson
Secretary

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

S&L Underground, Inc.
PO Box 1952
Bonners Ferry, ID 83805

SURETY (Name and Address of Principal Place of Business):

Atlantic Specialty Insurance Company
605 Highway, 169 North, Suite 800
Plymouth, Mn 55441

OWNER (Name and Address):

City of Bonners Ferry
7232 Main Street
Bonners Ferry, ID 83805

BID

Bid Due Date: January 13th, 2021

Description (Project Name and Include Location): Moyie Dam Concrete Rehabilitation Project, Bonners Ferry, Idaho

BOND

Bond Number: Bid Bond

Date (Not earlier than Bid due date): January 13th 2021

Penal sum Five Percent of Amount Bid \$ 5%
(Written in Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

S&L Underground, Inc. (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature

Shem Johnson
Print Name

president
Title

Attest: [Signature]
Signature

Secretary
Title

SURETY

Atlantic Specialty Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Melissa Wolf
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

PENAL SUM FORM

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THIS PAGE WAS INTENTIONALLY LEFT BLANK



Power of Attorney

Surety Bond No: Bid Bond

Principal: S & L Underground, Inc.
Obligee: City of Bonners Ferry

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Melissa Wolf, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

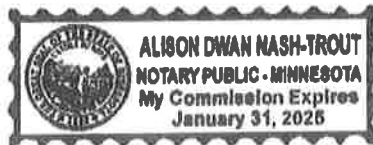
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.



STATE OF MINNESOTA
HENNEPIN COUNTY

By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 13th day of January, 2021



Christopher V. Jerry
Christopher V. Jerry, Secretary

Bidder's Checklist

The Bidder's Check List is offered to assist the prospective bidder in checking his/her Bid. This checklist does not relieve the bidder from properly completing his/her Bid.

Check off when completed:

1. Are all blank spaces filled out on Bid Form?
2. Have questions arising from the bidding, contract, specifications or plans been submitted to the proper authority and resolved in the proper manner?
3. Are Bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions.
4. Are authorized signatures properly affixed to the Bid form, giving also title, and Idaho Public Works Contractor license number, evidence of authority to sign, etc.?
5. Have all plumbing, heating, air conditioning and electrical subcontractors to whom work will be awarded been listed, as well as their Idaho Public Works Contractor license number?
6. Have all Addenda been received and acknowledged with the proper signature on the Bid Form?
7. In order for a Bid to be considered, the Bid form, Bid Security, naming of subcontractors form, and other required attachments must be placed in a properly addressed sealed envelope and delivered to the specified authority prior to the time designated for the bid opening.
8. Has the Bid Security been enclosed?
9. Has Bidder performed examinations in accordance with the Instructions to Bidders?
10. Has Bidder included additional information required in Article 15 of the Instructions to Bidders?
11. Has the Contractor's Non-Collusion Affidavit Form been enclosed?
12. Has the Anti-Discrimination Affidavit Form been enclosed?

BID FORM

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Bonners Ferry
7232 Main Street
Bonners Ferry, Idaho 83805

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>		
<u>#1</u>	<u>12/4/20</u>	#4	1/11/21
<u>#2</u>	<u>12/22/20</u>	#5	1/21/21
<u>#3</u>	<u>1/6/21</u>		

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder safety precautions and programs incident thereto.
- G. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE

Items not listed herein the bid schedule shall be considered incidental to the project. Construction is anticipated to span multiple years. For bidding purposes, the Base Bid is divided into 3 schedules, accomplished in succession, as shown on the Plans and summarized as follows:

SCHEDULE A – WEST SPILLWAY

Includes west spillway wetted face, west spillway wall east face and top of wall, center spillway wall west face and top of wall, and intermediate piers 1, 2 and 3.

Item No.	Item Description	Qty.	Unit	Unit Price	Total Price
02010.A	Mobilization, Bonding, Staging and Access	1	LS	110,000.00	110,000.00
02225.A	Hydro-Demolition	7,409	SF	60.00	444,540.00
02374.A	Erosion Control and Mitigation	1	LS	60,000.00	60,000.00
SP-1.A	Work Plan	1	LS	5,000.00	5,000.00
SP-2.A	Concrete Rehabilitation (Plan Quantity)	154	CY	3,500.00	539,000.00
SP-2.A-1	Demolition and Rehabilitation Contingency	15	CY	3,500.00	52,500.00
Schedule A Total Price					\$ 1,211,040.00

SCHEDULE B – EAST SPILLWAY

Includes east spillway wetted face, east spillway wall west face and top of wall, center spillway wall east face, and intermediate piers 4, 5, 6 and 7.

Item No.	Item Description	Qty.	Unit	Unit Price	Total Price
02010.B	Mobilization, Bonding, Staging and Access	1	LS	170,000.00	170,000.00
02225.B	Hydro-Demolition	9,517	SF	60.00	571,020.00
02374.B	Erosion Control and Mitigation	1	LS	90,000.00	90,000.00
SP-1.B	Work Plan	1	LS	5,000.00	5,000.00
SP-2.B	Concrete Rehabilitation (Plan Quantity)	235	CY	3,500.00	822,500.00
SP-2.B-1	Demolition and Rehabilitation Contingency	25	CY	3,500.00	87,500.00
Schedule B Total Price					\$ 1,746,020.00

SCHEDULE C – DAM FACE

Includes unwetted areas including the west dam face, west spillway wall west face, and east spillway wall east face.

Item No.	Item Description	Qty.	Unit	Unit Price	Total Price
02010.C	Mobilization, Bonding, Staging and Access	1	LS	60,000.00	60,000.00
02225.C	Hydro-Demolition	4,382	SF	60.00	262,920.00
02374.C	Erosion Control and Mitigation	1	LS	50,000.00	50,000.00
02800.C	Site Restoration	1	LS	75,000.00	75,000.00
SP-1.C	Work Plan	1	LS	5,000.00	5,000.00
SP-2.C	Concrete Rehabilitation (Plan Quantity)	70	CY	3,500.00	245,000.00
SP-2.C-1	Demolition and Rehabilitation Contingency	10	CY	3,500.00	35,000.00
Schedule C Total Price					\$ 732,920.00
Base Bid Total (Schedules A+B+C)					\$ 3,689,980.00

ADD ALT NO. 1

Includes unit pricing for contingency installation of drain pipe per detail A18 on S-502 during construction of Schedules A, B and/or C.

Item No.	Item Description	Qty.	Unit	Unit Price	Total Price
SP-3	Drain Pipe Installation	20	EA	500.00	10,000.00

Bid prices listed shall include all applicable taxes, permits and fees.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in accordance with Article 8 of the Instructions to Bidders;
 - B. Not used;
 - C. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;
 - D. Not used;
 - E. Not used;
 - F. Bidder's State of Idaho Public Works Contractor's License No.: *14825- Unkinded- 1-2-3*

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Date of Qualification to do business in Idaho is ____/____/____.

A Corporation

Corporation Name: S&K Underground, Inc

State of Incorporation: Arizona

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Shem Johnson

Title: president

Attest Margo Johnson

Date of Qualification to do business in Idaho is 04/30/01.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Date of Qualification to do business in Idaho is ____/____/____.

Second Joint Venturer Name: _____

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Date of Qualification to do business in Idaho is ____/____/____.

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address S & W Underground, Inc.

166304 Hwy 2 P.O. Box 1952 Bonners Ferry, ID 83805

Phone No. 208-267-7996 Fax No. 208-267-8097

E-mail admin@slunder.com

SUBMITTED on January 27, 2021.

Contractor's Non-Collusion Affidavit

State of Idaho)
County of Boundary) SS
Bid for _____ Shen Johnson, being first duly
sworn, deposes, and says that he is president [sole owner, a
partner, president, secretary, etc.] of, S&H Underground & Co
_____ [Bidder],

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

Signed: Shen Johnson

Title: president

Subscribed and sworn to before me this 27th
day of January, 2018.



Notary Public Margo Johnson

State of Idaho

My Commission Expires 4/13/25

Anti-Discrimination Affidavit

STATE OF IDAHO _____

COUNTY OF BOUNDARY _____

The Bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the services and/or materials herein under and that the Bidder shall not refuse to hire any person therefore because of such person's race, creed, sex, color, or national origin, unless based on a bona fide occupational qualification. Also, the Bidder will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin. Any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.

Shawn Johnson
Contractor's Signature

Subscribed and sworn to before me this 27th day of January, 2018.

Margo Johnson
Notary Public

(NOTARY SEAL)

State of Idaho

Residing at Bonanza Ferry

My Commission Expires 4/13/25



**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
(STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Bonners Ferry, ID ("Owner") and
S&L Underground, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Rehabilitating the downstream concrete surface of the Moyie Dam including the west and east spillways and dam face. Project includes but is not limited to, erosion/sediment control and mitigation, hydro-demolition, concrete doweling, concrete reinforcement, shotcrete, cast-in-place concrete, development of a work plan for staging and access and adherence to the quality control inspection plan for the project. The project is anticipated to span multiple years and the Base Bid includes 3 schedules for the rehabilitation identified in the plans.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Moyie Dam Concrete Rehabilitation Project – Schedule A, B, C and Alternative No. 1

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815 (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Dates for Substantial Completion and Final Payment*

A. Work for Bid Schedule A will be substantially completed on or before October 31, 2021, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before November 30, 2021. Bid Schedule B and C will be substantially

completed on or before October 31, 2022 and 2023 respectively, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before November 30, 2022 and 2023 respectively.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$2,100 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$2,100 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

BID SCHEDULE

Items not listed herein the bid schedule shall be considered incidental to the project.

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
SCHEDULE A – WEST SPILLWAY					
02010.A	Mobilization, Bonding, Staging and Access	1	LS	\$110,000.00	\$110,000.00
02225.A	Hydro-Demolition	7,409	SF	\$60.00	\$444,540.00
02374.A	Erosion Control and Mitigation	1	LS	\$60,000.00	\$60,000.00
SP-1.A	Work Plan	1	LS	\$5,000.00	\$5,000.00
SP-2.A	Concrete Rehabilitation (Plan Quantity)	154	CY	\$3,500.00	\$539,000.00
SP-2.A-1	Demolition and Rehabilitation Contingency	15	CY	\$3,500.00	\$52,500.00
Schedule A Subtotal					\$1,211,040.00

SCHEDULE B – EAST SPILLWAY

02010.B	Mobilization, Bonding, Staging and Access	1	LS	\$170,000.00	\$170,000.00
02225.B	Hydro-Demolition	9,517	SF	\$60.00	\$571,020.00
02374.B	Erosion Control and Mitigation	1	LS	\$90,000.00	\$90,000.00
SP-1.B	Work Plan	1	LS	\$5,000.00	\$5,000.00
SP-2.B	Concrete Rehabilitation (Plan Quantity)	235	CY	\$3,500.00	\$822,500.00
SP-2.B-1	Demolition and Rehabilitation Contingency	25	CY	\$3,500.00	\$87,500.00
Schedule B Subtotal					\$1,746,020.00

SCHEDULE C – DAM FACE

02010.C	Mobilization, Bonding, Staging and Access	1	LS	\$60,000.00	\$60,000.00
02225.C	Hydro-Demolition	4,382	SF	\$60.00	\$262,920.00
02374.C	Erosion Control and Mitigation	1	LS	\$50,000.00	\$50,000.00
02800.C	Site Restoration	1	LS	\$75,000.00	\$75,000.00
SP-1.C	Work Plan	1	LS	\$5,000.00	\$5,000.00
SP-2.C	Concrete Rehabilitation (Plan Quantity)	70	CY	\$3,500.00	\$245,000.00
SP-2.C-1	Demolition and Rehabilitation Contingency	10	CY	\$3,500.00	\$35,000.00
Schedule C Subtotal					\$732,920.00
Base Bid Total (Schedules A+B+C)					\$3,689,980.00

ADD ALT NO. 1

SP-3	Drain Pipe Installation	20	EA	\$500.00	\$10,000.00
ADD ALT NO. 1 Subtotal					\$10,000.00

Bid prices listed shall include all applicable taxes and fees.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. Ninety-five percent of Work completed (with the balance being retainage). ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

- b. ~~Ninety five percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at substantial completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER'S sole discretion, reduce the amount of retainage being held.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of three (3) percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- ~~D. Contractor has carefully studied all: (0) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC 4.06 of the Supplementary Conditions as containing reliable "technical data."~~
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- K. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance Bond.
 - 3. Payment Bond.
 - 4. WH-5 Public Works Contract Report.
 - 5. General Conditions – Division 100 of the Idaho Standards for Public Works Construction.
 - 6. Supplementary Conditions.
 - 7. Specifications as listed in the table of contents of the Contract and Specification Documents.
 - 8. Drawings consisting of 21 sheets.
 - 9. Addenda (numbers 1 to 5, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 18, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages N/A to N/A, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.

- c. Change Orders.
- d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents may ~~shall~~ be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
11. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 12. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 13. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 14. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Bonners Ferry, ID

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

City of Bonners Ferry

7232 Main Street

Bonners Ferry, ID 83805

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

S&L Underground, Inc.

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

P.O. Box 1952

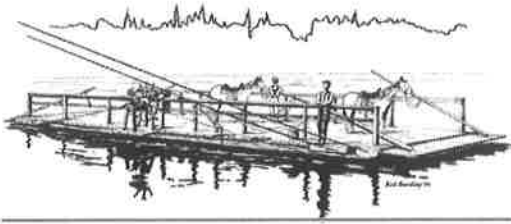
66304 Highway 2

Bonners Ferry, ID 83805

Idaho Public Works

Contractors License No.: PWC-C-14825-U-1,2,3

Agent for service of process:



CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: February 9, 2021

RE: **2021 Farmers Market Lease**

The attached contract is for the 2021 lease for the visitor center parking lot for the Farmers Market. The contract is the same agreement from 2020, with no additional costs or changes.

Should council accept, a motion to approve the contract and authorize the Mayor to sign is requested.

Please let me know if you have any questions.

SPACE RENTAL AGREEMENT

AGREEMENT made between THE CITY OF BONNERS FERRY, a municipal corporation of the State of Idaho, herein "ENTITY," and BOUNDARY COUNTY FARMERS MARKET, herein "USER",

THE PARTIES AGREE AS FOLLOWS:

1. **USE OF PREMISES:** ENTITY hereby rents to USER the non-exclusive use of approximately 7,000 square feet of parking lot, Saturday mornings beginning April 25, 2021, and concluding October 3, 2021. The general area of use is as shown in Exhibit A, attached hereto.
2. **RENTAL FEE:** USER agrees to pay ENTITY rent for said premises payable upon execution of this Agreement in the amount of \$500 per season which includes \$100 for installation and removal of "Farmer's Market" banners. It shall be the responsibility of USER to request the installation and removal of banners from ENTITY. Upon receipt of request, ENTITY shall install or remove banners as soon as practicable.
3. **MEMBERSHIP IN CHAMBER OF COMMERCE AND TOURIST CENTER:** The parties to this Agreement recognize that the Farmers Market has the public benefit of attracting business to our community. As part of that community involvement the USER agrees to be a member of the Bonners Ferry Chamber of Commerce and the Bonners Ferry Tourist and Visitors Information Center.
4. **PURPOSE:** USER agrees to use the above Premises solely for the purpose of the sale of locally produced goods and for no other purpose.
5. **USE AND SECURITY:** USER acknowledges that this premise is designed for the public and shall not perform any activities or take any action which would endanger the public safety.
6. **HOUSEKEEPING:** USER agrees to keep the Premises clean and attractive at all times and return it to ENTITY in a good and clean condition. USER agrees not to alter the Premises or attach anything to the premises without first obtaining written approval of ENTITY. USER shall be responsible for garbage cans for the market.
7. **VENDORS:** The USER will be solely responsible for the conduct of all market vendors.
8. **UTILITIES:** The ENTITY grants to USER the use of the single electric outlet located on a light pole on the premises. The use of this outlet is for USER coordinated entertainment. Outlet shall not be utilized by market vendors.
9. **CONTACT:** All notices or compliance issues concerning this Lease shall be directed to the following individuals:

ENTITY:

Lisa Ailport
City Administrator
PO Box 149
Bonners Ferry, ID 83805
208-267-4379

USER:

Jordan Dyck
dyck.jordan@gmail.com

10. **INSURANCE:** USER agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00, which shall name and protect USER, all USER's employees, ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the USER's acts. USER shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY thirty (30) days prior to cancellation of said policy.
11. **INDEMNIFICATION:** USER agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of USER, USER's agents, employees, or representatives under this Agreement.

12. **USE:** USER agrees not to store, generate, use or bring upon the property hazardous waste as defined by applicable laws or otherwise use the property in a manner that will increase ENTITY's insurance rates for the property.

The USER agrees to that all vendor vehicles not integral to the product being sold will not be parked in the City Parking Lot or the Meeker Parking lot. Parking is available on Riverside Street, Arizona Street, and at the Fire Hall Parking Lot.

13. **TERMINATION:** This Agreement may be terminated immediately by ENTITY for breach of this Agreement by USER and either party may terminate this Agreement by 30 days written notice of termination to the other party.

14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

15. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination.

16. **COMPLIANCE WITH LAWS:** USER agrees to comply with all federal, state, city, and local laws, rules and regulations.

DATED this ____ day of _____, 2021.

ENTITY:

CITY OF BONNERS FERRY

By:

James R. Staples, Mayor

ATTEST:

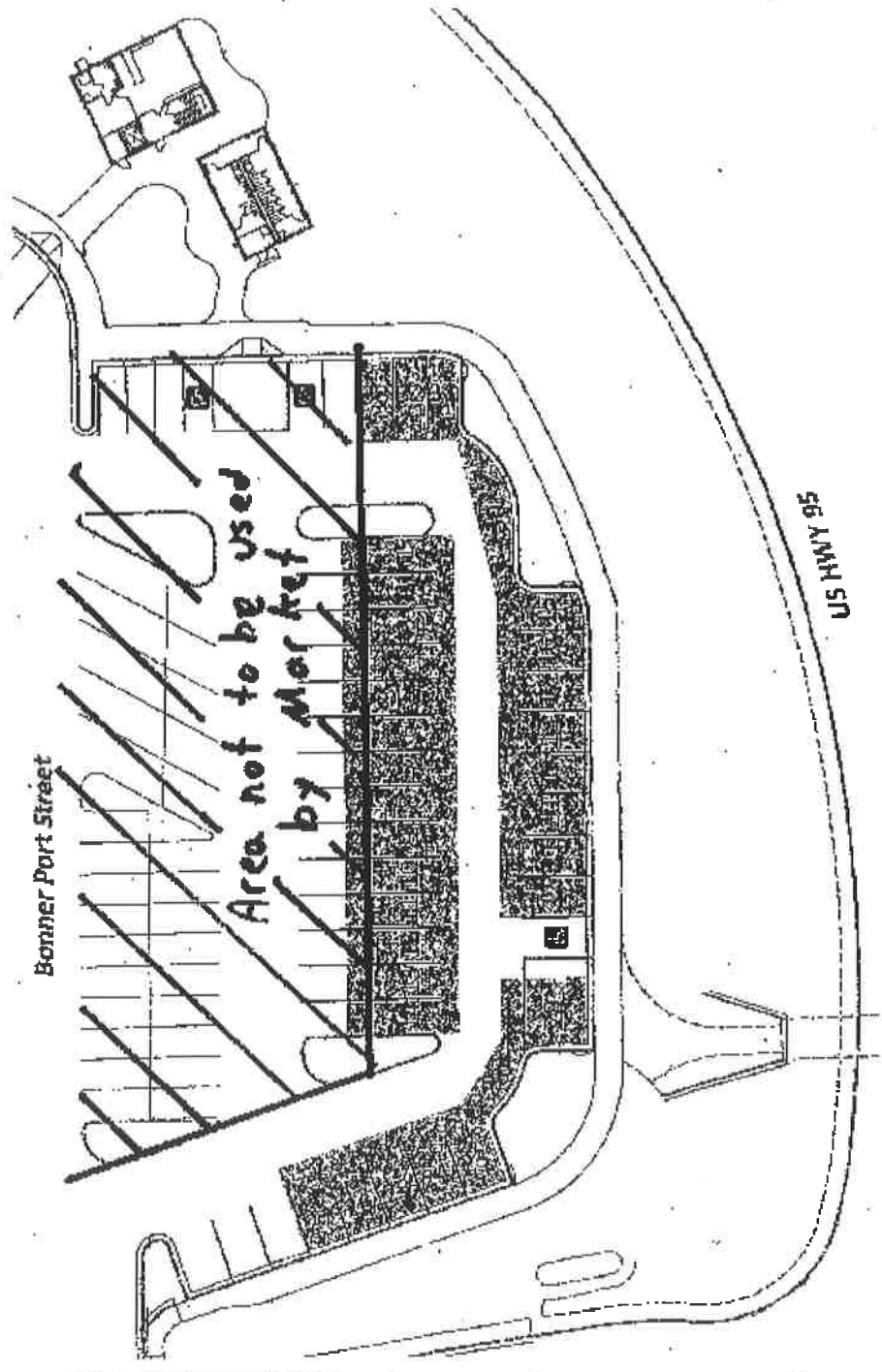
Christine McNair, Clerk

USER:

BOUNDARY COUNTY FARMERS
MARKET

By:

WITNESS:





CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: February 9, 2021

RE: **John Deere Golf Mower**

The City's mechanic received a quote to purchase parts for the John Deere mower for the golf course. The parts to fix the mower for the next season is around \$4,000.00, not including labor. These are routine maintenance fixes to keep the equipment in good working condition.

This mower is a critical part of the operations and maintenance of the golf course and the course can not operate the next season without it.

Since this mower would be paid for out of general fund contingency, the request is being brought before city council for review and approval.

According to the last year's income and expenses, the golf course shows a profit of \$21,491.00. The total income for the season was \$183,349.00 and expenses at \$161,858.00.

Please let me know if you have any questions.



CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

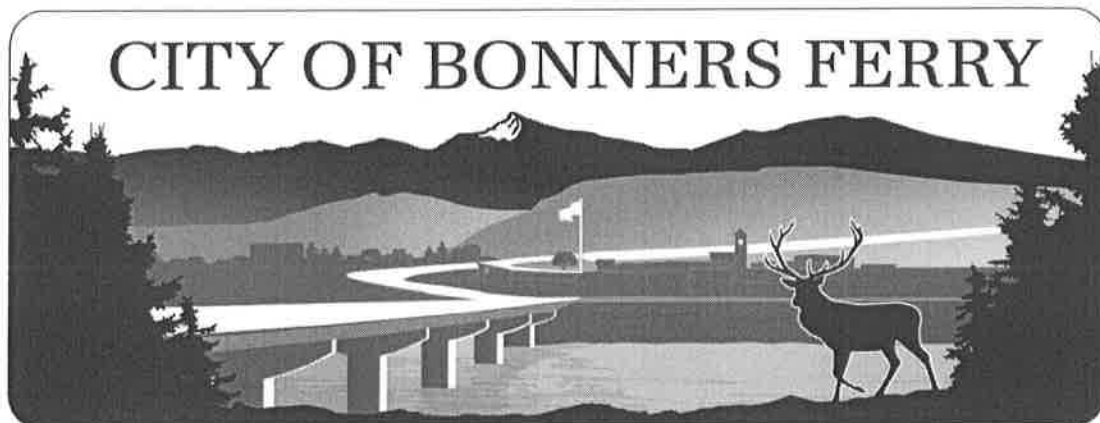
DATE: February 9, 2021

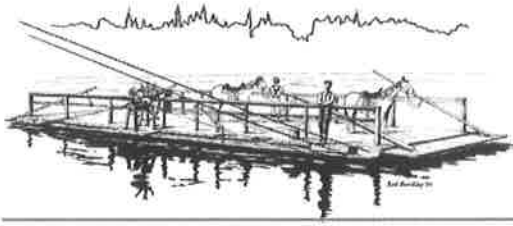
RE: **Branding / Logo Design**

The attached logos/brands are complete by Dan Seward of Vigilante Studio. With the acceptance of Council, staff will start migrating our form letters, applications and other templates to the new brand. Future migration of vehicles to the logo will occur over time.

A motion to approve and accept the logo as the new City brand is requested by staff.

Please let me know if you have any questions.





CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: February 10, 2021

RE: Consulting Services with Kerry Berg for Security System design

The attached contract is brought to council for consideration to hire Kerry Berg to assist the city with our security system design and implementation. With the recent cases of vandalism at the visitor center and parking lot, it has been brought to my attention that our security system may be inadequate to serve the police in their search for the perpetrators. Since the system is only a couple years old and installed using in-house staff, we would like to consult with a local security system expert to investigate the system and make recommendations on how we can use it to its fullest potential. I am confident that Mr. Berg is that person.

The attached professional service contract provides for an hourly rate and up to 16 hours of his time to help consult us through our design infrastructure problems. We believe we can accomplish our goals of maximizing our existing system and possibly expanding it to serve more of our city needs.

Since the Visitor center and its facilities are funded using general fund monies, the contract would be funded using these accounts. The Clerk has provided that the visitor center's purchased services and purchased supplies are still available to us, since the visitor center has remained closed and we are not paying a janitor to clean the facility.

It is my recommendation that council authorize the Mayor to sign the contract with Kerry so we can get started on this work immediately.

Please let me know if you have any questions.

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between The City of Bonners Ferry Governmental Entity, a political subdivision of the state of Idaho, herein "ENTITY" and, Kerry Berg herein "CONTRACTOR".

The parties agree as follows:

1. SCOPE OF WORK: ENTITY engages CONTRACTOR to perform the work associated with consulting for security system design and implementation for city owned facilities or properties.
2. PAYMENT: ENTITY agrees to pay CONTRACTOR for his services rendered under this Agreement at the rate of \$85.00 Dollars per hour, not to exceed \$1,350.00 without prior council approval, as dictated by the Bonners Ferry City Council and communicated to the CONTRACTOR. The parties agree that CONTRACTOR will invoice ENTITY for payment under this Agreement for services rendered herein.
3. RIGHT OF CONTROL: CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.
4. INDEPENDENT CONTRACTOR RELATIONSHIP: CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by ENTITY.
5. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.
6. LICENSES AND LAW: CONTRACTOR represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder.
7. FRINGE BENEFITS: Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.
8. WORKER'S COMPENSATION: CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or shall provide proof that such worker's compensation insurance is not required under the circumstances.
9. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.
10. EFFECTIVE DATE: This contract will run from the date at which it is signed by both parties until such time as the services are deemed no longer needed by the Mayor and Council or contract fulfillment is reached.
11. WARRANTY: CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

12. INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

13. WAIVER OF CLAIMS: CONTRACTOR, by signature of this document does hereby waive any rights to any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts up to \$1,000,000 against the ENTITY.

14. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

16. ENTIRE AGREEMENT: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

17. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this _____ day of _____, 20__.

ENTITY:

James R. "Dick" Staples, Mayor

CONTRACTOR:

By: 
Owner

ATTEST:

Christine McNair, Clerk

Form and content approved by Andrakay Pluid, as attorney for the City of Bonners Ferry.

*Brion & Glenda Poston
P.O. Box 774
Bonners Ferry, ID 83805*

Feb. 10, 2021

Atten: Dick Staples, Mayor
Bonners Ferry City Council
Lisa Ailport
Mike Klaus
John Delaney

Re: Water Issues

Not sure where to start, but back several weeks ago I texted Mike to ask "what is going on with our water", I had made two pots of coffee that morning with each pot containing a film/slick on top of the coffee within the pot. I also had a very strange residue in my cup that I had poured the coffee into.

Currently it appears to be better than it was back several weeks ago, but I now prepare the coffee and then run it back through another filter before drinking it. I should mention that the second filter is only able to be used once, as it plugs/clogs and will not allow liquid to run through.

Also, the taste is just plain different, I describe it like a sweeter taste.

We have purchased a filter for our drinking water and bottled water for drinking, have never had to do that with Bonners Ferry water before.

Some of our concerns are as follows:

The past year we installed a new hot water tank, what is this substance doing to it?

The hot tub?

The washing machine, along with clothes.

Our dishwasher has a white film inside of it and the plates we eat off of have a dusty film on them, water glasses have spots, etc. Items just don't seem to be clean.

We heat our house with hydronic heating, while it may not be the most efficient it is what we have and we are not inclined to replace our entire heating system for a direct expense to us of ??, What \$10,000, \$20,000 we don't know.

We have an instant hot at the kitchen sink.

Our shower heads and faucets within the house or in the yard.

Is this affecting our health?

We understand the need for additional water in the area, but this is not acceptable. We went from pristine water to this (not sure what to call it).

In closing we look forward to a response to our questions and concerns and perhaps a solution.

Respectfully,

Glenda Poston



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FEB 10 2021

CITY OF BONNERS FERRY